

A. G. Contract No.KR910405TRD
ECS File: JPA 91-30
Project: 87 MA 160 H 2881 01 C
Section: SR 87 - City of Chandler

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 11 June, 1991
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CHANDLER, acting by and through its City Council, (the
"City").

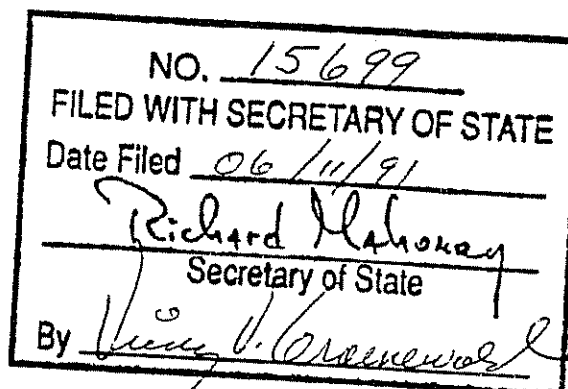
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1, Section 1.03 to
enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on
State Route 87 (SR 87) at the following two (2) locations:

At centerline roadway station 12+00 and from
centerline roadway station 168+00, to centerline
roadway station 172+00 a net distance of
approximately .09 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State twenty five (25) percent of the landscape contract costs approved in the ADOT construction program.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Chandler
City Manager
25 Arizona Place, #301
Chandler, AZ 85225

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF CHANDLER

STATE OF ARIZONA
Department of Transportation

By *Coy Payne*
COY PAYNE
Mayor

By *Robert P. Mickelson*
for ROBERT P. MICKELSON
Deputy State Engineer


ATTEST:

By *Carolyn Dunn 5-14-91*
CAROLYN DUNN
City Clerk *cc 4/25/91*

RESOLUTION

BE IT RESOLVED on this 7th day of March 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to SR-87 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

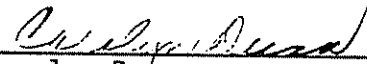


CITY OF CHANDLER
Office of the City Clerk

C E R T I F I C A T I O N

I, Carolyn Dunn, the duly appointed and acting City Clerk of the City of Chandler, Arizona, do hereby certify that the attached document entitled "Chandler City Council Minutes of Thursday, April 25, 1991, Page 7 and 8" showing approval of Item 23 - Intergovernmental Agreement: Landscaping on Arizona Avenue, is a true and correct copy of the document of record on file in the Office of the City Clerk, Chandler, Arizona.

Signed this 15th day of May, 1991.



Carolyn Dunn
City Clerk

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18. PURCHASING ADMINISTRATION: Office Supplies (PG1-074)

Approved renewal of bid to Boise Cascade for a term contract of one year for office supplies for inventory per Bid No. WMO-7510-543. Boise Cascade provides excellent service to the City. Past records indicate the City will spend approximately \$55,000 for the term of this contract.

19. STREET/LIGHTING: Replacement (PG1-071)

Approved award of bid (ST1-6310-610) for street light replacement to Continental Lighting & Contracting at the unit prices offered in the bid submittal. Having a third party replace these street lights, as opposed to doing it in-house, is necessary to satisfy the provisions of the City's insurance program. The lowest of the seven responsive bids received was recommended.

20. LIBRARY/AGREEMENT: Reciprocal Borrowing Agreement (91-010)

Approved an intergovernmental agreement for the Maricopa County Reciprocal Borrowing Program for fiscal year 1990-91. The Chandler Public Library has participated in this borrowing program since its inception in 1982. This has always been a program of considerable benefit to Chandler residents because it allows them to obtain free library cards from any participating library in Maricopa County.

21. WITHDRAWN

22. INTERGOVERNMENTAL AGREEMENT: Detention Services (90/91-072)

Approved an amendment to the intergovernmental agreement for detention services with Maricopa County.

In May 1990 the Council approved an intergovernmental agreement with the County for detention services at the rate of \$38.09 per day for each person incarcerated in the county jail. In March, 1991, the County Board of Supervisors approved an amendment to the original contract which provides that the county will charge only 50% of the per diem costs for second offense driving-under-the-influence offenders sentenced through city court. This provision will be retroactive to July 1, 1990. The City's account will be credited with all sums paid in excess of the 50% reduction.

23. INTERGOVERNMENTAL AGREEMENT: Landscaping on Arizona Ave. (SU91-089)

Approved an intergovernmental agreement with the Arizona Dept. of Transportation to construct landscaping around the entry sign

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monument located at Arizona Avenue and Hunt Highway, and a new monument to be located at the Western Canal and Arizona Avenue. The \$2,000 cost to Chandler will be paid in grant monies received.

25. USE PERMIT/LA PETITE ACADEMY: Z91-015 (CC 91-026)

Approved Z91-015 La Petite Academy providing an extension of a Use Permit for a day-care facility that was initially approved for a five year time period in 1986. Commission and Staff, finding the operation of the day-care facility to have been a compatible and complementary use within the industrial park within which it is located, recommended approval of the extension without time limitation and subject to the following conditions:

1. Use Permit is non-transferable.
2. Expansion of the facility terminates the Use Permit.
3. Change of use from a day-care center terminates the Use Permit.

26. AIRPORT/PARALLEL RUNWAY DESIGN: Engineering Contract (CA91-102)

Approved an engineering contract (49104201) with Franzoy-Corey Engineers for the design of the parallel airport runway (Phase II) for a time and material fee not to exceed \$158,812.00. Phase II work at the Chandler Airport includes runway paving, taxiways, shoulders, navigation aids, lighting, electrical work, and striping. Fund will be paid by an FAA grant which will be issued at the time the first construction contract is awarded.

27. BICYCLE PLAN: Contract (TP91-002)

Approved a services contract in an amount not to exceed \$30,000 with Lee Engineering for development of a comprehensive bicycle plan for the City of Chandler. A contract was originally approved with BRW in February, 1991. However, the City was unable to negotiate a contract and moved on to the number two ranked consultant which was Lee Engineering.

28. BOARDS/COMMISSIONS/APPOINTMENTS:

Approved the following appointments to City of Chandler Boards, Commissions and Committees as recommended by the Mayor:

Advisory Housing Board - Ruby Cronkwright.
Airport Commission - Bob Laxton, Dan Lyons.
Board of Appeals - David Love.
Arts Commission - Al Pace, Elizabeth Bishop.
Chandler Cultural Foundation Management Board - Jane Bogle, Lynn Fisher, Steena Murray, Richard Compton.
East Valley Behavioral Health Association - R. Ann Invandino-Hill.

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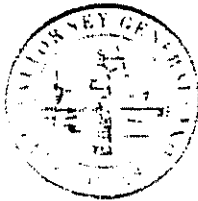
APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 8th day of May, 1991.

Dennis M. O'Neill

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert B. Marbin
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

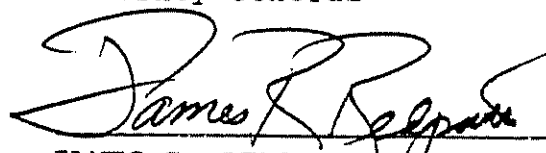
DETERMINATION

A. G. Contract No. KR910405TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of May, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

ENGINEERING CONSULTANT SERVICES
JOINT PROJECT ADMINISTRATION

JPA NO. _____

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7 MAR - DRAFT - reg res. Cy to Rdside - AG.
10 June 91 - to SS for filing